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13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 BOARD OF TRUSTEES OF THE  
16 TEAMSTERS LOCAL 631 SECURITY  
17 FUND FOR SOUTHERN NEVADA; BOARD  
18 OF TRUSTEES OF THE TEAMSTERS  
19 CONVENTION INDUSTRY TRAINING  
20 FUND

Case No.:

21 Plaintiffs,

22 vs.

23 **COMPLAINT**

24 SHEPARD EXPOSITION SERVICES, INC.,  
25 a Georgia corporation

Defendant.

26 Plaintiffs allege:

27 1. This action arises under the Employee Retirement Income Security Act of 1974  
28 (“ERISA”), 29 U.S.C. §§ 1001-1500, and the Court has jurisdiction pursuant to 29 U.S.C. §  
1132(e).

29 2. Plaintiffs are the Board of Trustees of the Teamsters Local 631 Security Fund for  
30 Southern Nevada and Trustees of the Teamsters Convention Industry Training Fund (“Trust  
31 Funds”) and consist of fiduciaries for purposes of ERISA.

1       3. Defendant Shepard Exposition Services, Inc. (“Shepard”), a company that is  
2 incorporated under the laws of Georgia, acted as an employer within the State of Nevada  
3 employing persons (“Covered Employees”) who perform work covered by a collective bargaining  
4 agreement (“CBA”) between Shepard and the International Brotherhood of Teamsters Local 631  
5 (“Union”).

6       4. The Trust Funds are ERISA employee benefit Trust Funds that provides benefits to  
7      Covered Employees.

8       5. The CBA incorporates by reference the Trust Agreement establishing the Trust  
9 Funds (“Trust Agreements”).

10       6. The CBA, the Trust Agreement, and 29 U.S.C. § 1145 require each employer,  
11 including Shepard, to make timely contributions to the Trust Funds on behalf of each employee  
12 who performs work covered by the CBA.

13       7. The CBA, the Trust Agreement, and 29 U.S.C. § 1132(g) provide for assessment  
14 of audit fees, court costs, expenses, interest, attorneys' fees and liquidated damages against an  
15 employer in the event the employer defaults in making payments to the Trust Funds and legal  
16 proceedings are required to recover such payments.

**SOLE CLAIM FOR RELIEF**  
Delinquent Contributions

18        8. Paragraphs 1 through 7 are incorporated by reference as though fully set forth  
19 herein.

20        9.      Shepard has failed to meet its obligations to remit employee benefit contributions  
21                          to the Trust Funds as set forth in the CBA and Trust Agreement.

22       10. As a result of its delinquency, Shepard is liable to the Trust Funds for unpaid  
23 contributions, interest, liquidated damages, audit fees, and attorneys' fees.

1 WHEREFORE, Plaintiffs pray for relief as follows:

2       1. A judgment against Shepard in an amount demonstrated at trial for unpaid  
3 contributions, liquidated damages, interest, court costs and attorney's fees as required by ERISA  
4 and the Trust Agreement;

5       2.     For other equitable relief as provided by ERISA, including but not limited to  
6 injunctive relief; and

7 ||| 3. For such other and further relief as the Court deems proper.

8 | Dated: January 24, 2020

BROWNSTEIN HYATT FARBER SCHRECK, LLP

/s/ Christopher M. Humes

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